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EDWARD N. BONNER
SHERIFF-CORONER-MARSHAL

STEPHEN L. D'ARCY
UNDERSHERIFF

To: Board of Supervisors
Date: March 21, 2006
From: Edward N. Bonner, Sheriff-Coroner-Marshall
Subject: U.S. Forest Service Contract to Provide Law Enforcement

ACTION REQUESTED

Your Board's approval is requested for a contract between the Sheriff's Department and the U.S. Forest Service for services provided by the Sheriff's Department. The services include Visitor Protection and Controlled Substances on Federal lands. The contract is for a maximum reimbursement amount of \$27,000. The term of the contract is for a period of five years from the date of full execution.

BACKGROUND

The Sheriff's Department has been contracting annually with the U.S. Forest Service to provide Visitor Protection (campground patrol) and controlled substance enforcement (narcotics investigations) in the Tahoe and El Dorado National Forests. The Forest Service has submitted the contract for these services. The services are typically provided between Memorial Day and continue into the fall, depending on the amount of service allocated. Your Board's approval for the contract is required.

FISCAL IMPACT

The reimbursements for this contract have been included in the current and upcoming budget. The reimbursement for Visitor Protection Services is allocated in the amount not-to-exceed \$22,000 and the amount allocated for Controlled Substances is \$5,000.

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COOPERATIVE LAW ENFORCEMENT AGREEMENT
Between the
PLACER COUNTY SHERIFF'S DEPARTMENT
And the
U.S. DEPARTMENT OF AGRICULTURE, FOREST SERVICE
TAHOE NATIONAL FOREST
And the
LAKE TAHOE BASIN MANAGEMENT UNIT

This Cooperative Law Enforcement Agreement (agreement) is entered into by and between the Placer County Sheriff's Department, hereinafter referred to as the Cooperator, and the United States Department of Agriculture, Forest Service, Tahoe National Forest and Lake Tahoe Basin Management Unit, hereinafter referred to as the Forest Service, under the provisions of the Cooperative Law Enforcement Act of August 10, 1971, P.L. 92-82. 16 U.S.C. 551a.

Background: The parties to this agreement recognize that public use of National Forest System lands (NFS lands) is usually located in areas that are remote or sparsely populated. The parties also recognize that the enforcement of State and local law is related to the administration and regulation of NFS lands and the Cooperator has a limited amount of financing to meet their responsibility of enforcing these laws.

I. PURPOSE:

The purpose of this agreement is to document a cooperative effort between the parties to enhance State and local law enforcement in connection with activities on NFS lands and provide for reimbursement to the Cooperator for the intensified portion of this effort.

In consideration of the above premises, the parties agree as follows:

II. THE COOPERATOR SHALL:

- A. Perform in accordance with the approved and hereby incorporated annual Financial and Operating Plan (Operating Plan) attached as Exhibit A. *See related Provision IV-D.*
- B. Ensure that the officers/agents of the Cooperator performing law enforcement activities under this agreement meet the same standards of training required of the officers/agents in their jurisdiction, or the State Peace Officers Standards of Training where they exist.
- C. Provide uniformed officers/agents with marked vehicles to perform all activities unless agreed to otherwise in the Operating Plan.

D. Advise the Forest Service Principal Contact, listed in Provision IV-B, of any suspected criminal activities in connection with activities on NFS lands.

E. Upon the request of the Forest Service, dispatch additional deputies within manpower capabilities during extraordinary situations as described in Provision IV-I.

F. Shall furnish their tax identification number upon execution of this agreement pursuant to the Debt Collection Improvement Act of 1996, as amended by Public Law 104-134. The Cooperator also agrees that notice of the Forest Service's intent to use such number for purposes of collecting and reporting on any delinquent amounts arising out of such Cooperator's relationship with the Government, has hereby been given.

G. Complete and furnish the Forest Service with Form FS-5300-5, Cooperative Law Enforcement Activity Report, identifying the number of crimes occurring on NFS lands. The report shall follow the FBI Uniform Crime Reporting groupings, Part I and Part II offenses. Offenses and arrest information shall be combined and reported for each crime. This report shall separate the crimes handled under this agreement from those handled by the Cooperator during regular duties.

H. Provide the Forest Service Principal Contact, listed in Provision IV-B, with case reports and timely information relating to incidents/crimes in connection with activities on NFS lands.

I. Bill the Forest Service for the Cooperator's actual costs incurred to date, displayed by separate cost elements, excluding any previous Forest Service payment(s) made to the date of the invoice, not to exceed the dollar amount(s) shown, in accordance with the Operating Plan. Billing frequency will be as specified in the Operating Plan. *See related Provisions III-B, IV-H and IV-O.*

J. Give the Forest Service or Comptroller General, through any authorized representative, access to and the right to examine all records related to this agreement. As used in this provision, "records" includes books, documents, accounting procedures and practices, and other data, regardless of type and regardless of whether such items are in written form, in the form of computer data, or in any other form.

K. Comply with all Federal statutes relating to nondiscrimination and all applicable requirements of all other Federal laws, Executive orders, regulations, and policies. These include but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (40 U.S.C. 2000), which prohibits discrimination on the basis of race, color, disability, or national origin; (b) Title IX of the Education amendments of 1972, as amended (20 U.S.C. 1681-1683, and 1685-1686), which prohibits discrimination on the basis of sex; and Section 504 of the Rehabilitation Act of 1973 as amended (29 USC 794) which prohibits discrimination on the basis of disabilities. The nondiscrimination statement which follows shall be posted in primary and secondary Cooperator offices, at the public service delivery contact point and included, in full, on all materials regarding such Cooperators' programs that are produced by the Cooperator for public information, public education, or public distribution:

"In accordance with Federal law and U.S. Department of Agriculture policy, this institution is prohibited from discriminating on the basis of race, color, national origin, sex, age, or disability. (Not all prohibited bases apply to all programs.)

To file a complaint of discrimination, write USDA, Director, Office of Civil Rights, Room 326-W, Whitten Building, 1400 Independence Avenue, SW, Washington, DC 22025-9410 or call (202) 720-5964 (voice and TDD). USDA is an equal opportunity provider and employer."

If the material is too small to permit the full statement to be included, the material will at minimum include the statement, in print size no smaller than the text, that "This institution is an equal opportunity provider."

III. THE FOREST SERVICE SHALL:

A. Perform in accordance with the Operating Plan attached as Exhibit A.

B. Reimburse the Cooperator for actual expenses incurred, not to exceed the amount shown in the Operating Plan. The Forest Service will make payment for project costs upon receipt of an invoice. Each correct invoice shall display the Cooperator's actual expenditures to date of the invoice, displayed by separate cost elements as documented in the Operating Plan, less any previous Forest Service payments. *See related Provisions II-I and IV-H.* The invoice should be forwarded as follows:

Send the original to:

USDA Forest Service
Albuquerque Service Center
Payments-Grants and Agreements
101B Sun Ave NE
Albuquerque, NM 87109

Send a photocopy to:

Gary Barnett
Patrol Captain
Law Enforcement & Investigations
Tahoe National Forest & LTBMU
9646 Donner Pass Road
Truckee, CA 96161-2949
(530) 587-3558 ext. 237

IV. IT IS MUTUALLY UNDERSTOOD AND AGREED UPON BY AND BETWEEN THE PARTIES THAT:

A. The parties will make themselves available, when necessary to: provide for continuing consultation, exchange information, aid in training and mutual support, discuss the conditions covered by this agreement and agree to actions essential to fulfill its purposes.

B. The principal contacts for this agreement are:

Gary Barnett
Patrol Captain
Law Enforcement & Investigations
Tahoe National Forest & LTBMU
9646 Donner Pass Road
Truckee, CA 96161-2949
(530) 587-3558 ext. 237

Debby Gabriel
Program Analyst
U.S. Forest Service Regional Office
Attn: LEI
1323 Club Drive
Vallejo, CA 94592
(707) 562-8645

David Keyes
Patrol Captain
Placer County Sheriff's Office
P.O. Box 6990
Auburn, CA 95604
(530) 889-7800

Darrell Steinhauer
Administrative Patrol Sergeant
Placer County Sheriff's Office
P.O. Box 6990
Auburn, CA 95604
(530) 889-7800

C. This agreement has no effect upon the Cooperator's right to exercise civil and criminal jurisdiction, on NFS lands nor does this agreement have any effect upon the responsibility of the Forest Service for the enforcement of federal laws and regulations relative to NFS lands.

D. Any Operating Plan added to this agreement will be jointly prepared and agreed to by the parties. The Operating Plan shall at a minimum contain:

1. Specific language stating that the Operating Plan is being added to this agreement thereby subjecting it to the terms of this agreement.
2. Specific beginning and ending dates.
3. Bilateral execution prior to any purchase or the performance of any work for which reimbursement is to be made.
4. Specify any training, equipment purchases, and enforcement activities to be provided and agreed rates for reimbursement including the maximum total amount(s) for reimbursement.
5. An estimate of the useful life of any equipment purchased under this agreement as required by Provision IV-J.
6. Billing frequency requirement(s). *See related Provisions II-I and III-B.*
7. Designation of specific individuals and alternate(s) to make or receive requests for enforcement activities under this agreement.
8. A review and signature of a Forest Service Agreements Coordinator.

E. Nothing in this agreement obligates either party to accept or offer any Operating Plan under this agreement.

F. The officers/agents of the Cooperator performing law enforcement activities under this agreement are, and shall remain, under the supervision, authority, and responsibility of the Cooperator. Law enforcement provided by the Cooperator and its employees shall not be considered as coming within the scope of federal employment and none of the benefits of federal employment shall be conferred under this agreement.

G. Federal Communication Commission procedures will be followed when operating radio(s) on either party's frequency.

H. Reimbursable Cooperator enforcement expenses must be: listed in an approved Operating Plan; expended in connection with activities on NFS lands; and expenses beyond those which the Cooperator is normally able to provide.

I. During extraordinary situations such as, but not limited to: fire emergency, drug enforcement activities, or certain group gatherings, the Forest Service may request the Cooperator to provide additional special enforcement activities. The Forest Service will reimburse the Cooperator for only the additional activities requested and not for activities that are regularly performed by the Cooperator.

J. Reimbursement may include the costs incurred by the Cooperator in equipping or training its officers/agents to perform the additional law enforcement activities authorized by this agreement. Unless specified otherwise in the Operating Plan, reimbursement for equipment and training will be limited to a pro rata share based on the percentage of time an officer/agent spends or equipment is used under this agreement.

When reimbursement for items such as radios, radar equipment, and boats is being contemplated, reimbursement for leasing of such equipment should be considered. If Cooperator or Forest Service equipment purchases are approved in the Operating Plan, an estimate of the useful life of such equipment shall be included. When purchased, equipment use rates shall include only operation and maintenance costs and will exclude depreciation and replacement costs. Whether the Cooperator is reimbursed for lease/purchase costs, or the Forest Service purchases and transfers the equipment, the total cost for the equipment cannot exceed the major portion of the total cost of the Operating Plan unless approved by all parties in the agreement and shown in the Operating Plan.

When the Forest Service provides equipment, the transfer shall be documented on an approved property transfer form (AD-107) or equivalent. Title shall remain with the Forest Service, however, the Cooperator shall ensure adequate safeguards and controls exist to protect loss or theft. The Cooperator shall be financially responsible for any loss at original acquisition cost less depreciation at the termination of the agreement. The Cooperator is responsible for all operating and maintenance costs for equipment that the Forest Service has reimbursed the Cooperator for and/or transferred to the Cooperator under the AD-107 process or equivalent.

K. Equipment and supplies approved for purchase under this agreement are available only for use as authorized. The Forest Service reserves the right to transfer title to the Forest Service of equipment and supplies, with a current per-unit fair market value in excess of \$5,000.00, purchased by the Cooperator using any Federal funding under this agreement. Upon expiration of this agreement, the Cooperator shall forward an equipment inventory to the Forest Service, listing all equipment purchased throughout the life of the project. The Forest Service will issue disposition instructions within 120 calendar days.

(Disposition of equipment shall be in accordance with regulations contained in 7CFR 3016.32 - Equipment.)

L. When no equipment or supplies are approved for purchase under an Operating Plan, Forest Service funding under this agreement is not available for reimbursement of Cooperator purchase of equipment or supplies.

M. When State conservation agencies have the responsibility for public protection in addition to their normal enforcement responsibility, their public protection enforcement activities may be included in Operating Plans and are then eligible for reimbursement. Reimbursement is not authorized to State Conservation Agencies for enforcement of fish and game laws in connection with activities on NFS lands.

N. Pursuant to 31 U.S.C. 3716 and 7 CFR, Part 3, Subpart B, any funds paid to the Cooperator in excess of the amount to which the Cooperator is finally determined to be entitled under the terms and conditions of the award constitute a debt to the Federal Government. If not paid within a reasonable period after the demand for payment, the Federal awarding agency may reduce the debt by:

1. Making an administrative offset against other requests for reimbursements.
2. Withholding advance payments otherwise due the Cooperator.
3. Taking other action permitted by statute.

Except as otherwise provided by law, the Federal awarding agency shall charge interest on an overdue debt in accordance with 4 CFR, Chapter II "Federal Claims Collection Standards" and 31 U.S.C., Chapter 37.

O. The Cooperator shall designate a financial institution or an authorized payment agent through which a Federal payment may be made in accordance with U.S. Treasury Regulations, Money and Finance at 31 CFR 208, which requires that Federal payments are to be made by electronic funds transfer (EFT) to the maximum extent possible. A waiver may be requested and payment received by check by certifying in writing that one of the following situations apply:

1. The Cooperator does not have an account at a financial institution.
2. EFT creates a financial hardship because direct deposit will cost the Cooperator more than receiving a check.
3. The Cooperator has a physical or mental disability, or a geographic, language, or literacy barrier.

To initiate receiving your payment(s) by electronic transfer, contact the National Finance Center (NFC) on the worldwide web at www.nfc.usda.gov, or call the NFC at 1-800-421-0323, or (504) 255-4647. Upon enrollment in the program you may begin to receive payment by electronic funds transfer directly into your account.

P. Modifications within the scope of the agreement shall be made by mutual consent of the parties, by the issuance of a written modification, signed and dated by both parties, prior to any changes being performed. The Forest Service is not obligated to fund any changes not properly approved in advance.

Q. Either party, in writing, may terminate this agreement in whole, or in part, at any time before the date of expiration. Neither party shall incur any new obligations for the terminated portion of this agreement after the effective date and shall cancel as many obligations as is possible. Full credit shall

be allowed for each party's expenses and all noncancelable obligations properly incurred up to the effective date of termination.

R. This agreement in no way restricts the Forest Service or the Cooperator from participating in similar activities with other public or private agencies, organizations, and individuals.

S. Any information furnished to the Forest Service under this agreement is subject to the Freedom of Information Act (5 U.S.C. 552).


T. This agreement is executed as of the date of the last signature and, unless sooner terminated, is effective through that date five years thereafter, at which time it will expire unless renewed.

The authority and format of this agreement have been reviewed and approved for signature.

THEODORIS BROUSSARD, Agreements
Coordinator

Date

In witness whereof, the parties hereto have executed this agreement as of the last date written below.



EDWARD N. BONNER, Sheriff-Coroner-Marshall
Placer County

3-7-06

Date

BILL SANTUCCI, Chair, Board of Supervisors
Placer County

Date

STEVE EUBANKS, Forest Supervisor
Tahoe National Forest

Date

TERRI MARCERON, Forest Supervisor
Lake Tahoe Basin Management Unit

Date

GIL QUINTANA, Special Agent-in-Charge
Pacific Southwest Region

Date

